

**NORTHFIELD PUBLIC SCHOOLS**  
**Office of the Superintendent**  
**Memorandum**

**TO:** Board of Education  
**FROM:** Matt Hillmann Ed.D., Superintendent  
**RE:** Table File Items for May 13, 2024 Regular School Board Meeting

6. Consent Agenda
- d. Overnight Field Trip. Northfield High School science teacher Mark Auge requests board approval to take ten (10) NHS science students to the Envirothon State Competition at Wolf Ridge ELC, Finland, MN May 19 - May 20, 2024.
- e. District Youth Council Members (DYC) 2024-25. There are two additional students being recommended to serve on DYC. The board is requested to approve the students listed below to serve on DYC during the 2024-25 school year.  
Rising Seniors: Wendy Ascencio Bravo, Leena Brown\*, Eden Coudron\*, John Dietiker\*, Lucy Graham\*, Junior Martinez\*, Allison Mathews\*, Annika Reister\*  
Rising Juniors: Camila Gaspar, Audrey Gilbertson, Delphine Hawkins\*, Britta Jaranson, Atticus Mayer\*, Malcolm Westlund  
Rising Sophomores: Mae Bowers, Genevieve Knutson  
\*Denotes a current DYC member.
- g. Personnel Items
- i. Appointments
38. Cory Callahan, Summer Weight Room Assistant with Community Ed Recreation, effective 6/10/2024-8/31/2024. \$20.00/hr.
39. Dominic DiMaggio, Summer Weight Room Assistant with Community Ed Recreation, effective 6/10/2024-8/31/2024. \$20.00/hr.
40. McKenzie Foley, 1.0 FTE Fourth Grade Teacher at Bridgewater, beginning 8/22/2024. BA, Step 5.
41. Natalie Jaeger, 1.0 FTE Mathematics Teacher at the High School, beginning 8/22/2024. BA, Step 4.
42. Rachael Langer, 1.0 FTE Grade 6 Math Teacher at the Middle School, beginning 8/20/2024. MA+30, Step 10.
43. Susan Lightfield, Summer KidVentures Site Assistant for up to 40 hours/week at Spring Creek, beginning 6/3/2024-8/30/2024. \$14.90/hr.
44. Nolan Nagy, Summer Seasonal Grounds/Custodial Worker with the District, beginning 5/14/2024-9/06/2024. Year 2 - \$17.25/hr.
45. Kylie Smith, add Targeted Services Summer PLUS Site Assistant for up to 6.5 hours/day Mon.-Thurs. at Greenvale Park, effective 6/24/2024-8/8/2024. \$14.90/hr.
46. Deonta Thomas, Summer Weight Room Assistant with Community Ed Recreation, effective 6/10/2024-8/31/2024. \$20.00/hr.
- ii. Increase/Decrease/Change in Assignment
30. Cory Callahan, Summer Weight Room Assistant with Community Ed Recreation, add Summer Weight Room Lead with Community Ed Recreation, effective 6/10/2024-8/31/2024. \$30.00/hr.
31. Annie Kruse, Special Education Teacher and Early Childhood Coordinator at the NCEC, change to Early Childhood Special Education Coordinator at the NCEC for 225 contract days, effective 7/1/2024. \$95,000/yr.
32. Jenny Link, Special Education Teacher at the Middle School, add Summer Targeted Services PLUS Teacher for up to 6.5 hours/day Mon.-Thurs. at Greenvale Park, effective 6/24/2024-8/8/2024. \$40/hr.
33. Deonta Thomas, Summer Weight Room Assistant with Community Ed Recreation, add Summer Weight Room Lead with Community Ed Recreation, effective 6/10/2024-8/31/2024. \$30.00/hr.
- iii. Leave of Absence
2. Jessica Rushton, Educational Assistant PCA at Spring Creek, FMLA beginning May 8, 2024 and continuing on an intermittent basis for up to 60 work days.
- iv. Retirements/Resignations/Terminations
8. Katelyn Peterson, 1.0 FTE Math Teacher at the High School, hired for the 2024-25 school year, has declined the position.
- vii. Administration is recommending the approval of the following employment agreements covering the period of July 1, 2024 through June 30, 2026:
5. Head Custodians (corrected typographical errors)



Northfield Public Schools  
Northfield, MN

**EXTENDED FIELD TRIP FORM**

Staff Member(s) Responsible (Name and phone): *Mark Ange 507-581-0741*

School and Program: *MPS Science*

Date of Requested Trip: *5/19 → 5/20*

1. What group is taking this trip? *Environment*

2. Estimated # of Students: *10* # Adult Supervisors: *1*

3. Destination: *Wolf Ridge ELC, Finland*

4. Date/Time of Departure: *5/19 1:30 pm*

5. Date/Time of Return: *5/20 6:30 pm*

6. State purpose and/or educational value of trip (attach information to form if needed).

*State competition Environment*

7. Name the manner of travel and the carrier.

*Small bus or van, hopefully?*

8. State housing arrangements (must include name, address and phone number of hotel).

*Wolf Ridge ELC*

*218-353-7414*

*4282 Cranberry Road*

*Finland, MN*

9. List of coach, parent or guardian contact info. (Attach)

*see above*

10. List participants (reminder to have participants complete parent/guardian permission form if applicable). (Attach)

Mackenzie Perkins Jennifer Salinas  
Rae Musicant Grace Vanvorst Liam O'Brien  
Zac Hosterman Savannah Melles Ellic Capatina Bella Rushing  
Gabriel Fisher Navarro

11. Indicate who will be in charge of supervising the trip (roles and responsibilities).

Mark Auge Roles: General Supervision  
✓ Lights out

12. State the safety precautions and procedures for emergencies while on the trip.

will have cell phone #s of parents including known allergies

11. Give budget costs, how the trip will be funded and estimated cost per student.

Still unclear (Dr. Hiltman & Mr. Baier are supporting this financially)

12. List any proposed precautions, special needs, special concerns, student concerns, - if applicable.

(Student refers to ~~info~~)

\*\*\*\*\*

Signature of Staff Member Responsible: Mark Auge

Date field trip request was submitted to Principal:

5/2/24

Principal/Administrator Signature and Date:

[Signature] 5/6/24

Approved:

Not Approved:

\*\*\*\*\*

Superintendent Signature and Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

\*\*\*\*\*

School Board Review Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

District Youth Council Members (DYC) 2024-2025. The following students are being recommended to serve on DYC during the 2024-2025 school year:

Rising seniors: Wendy Ascencio Bravo, Leena Brown\*, Eden Coudron\*, John Dietiker\*, Lucy Graham\*, Junior Martinez\*, Allison Mathews\*, Annika Reister\*

Rising Juniors: Camila Gaspar, Audrey Gilbertson, Delphine Hawkins\*, Britta Jaranson, Atticus Mayer\*, Malcolm Westlund

Rising Sophomores: Mae Bowers, Genevieve Knutson

\*Denotes a current DYC member

*Head Custodians*

**NORTHFIELD PUBLIC SCHOOLS**

**POLICY DOCUMENT**

**COVERING**

**WAGES, WORKING CONDITIONS AND FRINGE BENEFITS**

**OF**

**BUILDING HEAD CUSTODIANS**

**Policy Extends from  
July 1, 2024, through June 30, 2026**

**ARTICLE I  
EMPLOYMENT**

**Section 1.01 – Introduction**

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the teacher Continuing Contract Law or the Veterans’ Preference Act, granting the employee employment rights.

**Section 1.02 – Basic Services**

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

**Section 1.03 – Policy**

This policy is in effect from July 1, 2024, through June 30, 2026. In the event a successor Policy is not approved prior to the expiration of this Policy, the head custodian shall be compensated according to his/her current rate until a successor Policy is approved by the Board of Education.

**ARTICLE II  
RATES OF PAY AND OTHER COMPENSATION**

**Section 2.01 - Base Hourly Rate**

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2024-25	29.73	30.21	30.72	31.22	31.74	32.26
2025-26	31.61	32.11	32.66	33.19	33.74	34.29

Step placement of new head custodians shall be recommended by the Superintendent or his/her designee and approved by the Board of Education.

Step changes shall take effect at the beginning of the fiscal year. In order for an employee to advance to a succeeding step on the schedule, he/she must have been employed by the district for more than half of the preceding work year.

**Section 2.02 - Building Responsibility Stipends**

	<u>2024-25</u>	<u>2025-26</u>
Northfield Community Education Center	\$3,500 per year	\$3,500 per year
Spring Creek Elementary School	\$3,500 per year	\$3,500 per year
Bridgewater Elementary School	\$3,500 per year	\$3,500 per year
Greenville Park Elementary School	\$3,500 per year	\$3,500 per year
Middle School	\$8,500 per year	\$8,500 per year
High School	\$13,500 per year	\$13,500 per year

**Section 2.03 - License Stipend**

1st Class License	\$2,100 per year
Chief License	\$2,775 per year

The District will allow paid professional meeting time for the employee to attend required license renewal classes. However, the District will not pay the class fee on behalf of the employee.

**Section 2.04 - Supplement for Indoor Swimming Pool Maintenance:**

Swimming Pool Maintenance	\$500 per year
Primary Swimming Pool Maintenance	\$1,000 per year

In order to qualify for this stipend, the employee must hold current pool and spa operator certification as required by the State of Minnesota.

The District will allow paid professional meeting time for the employee to attend required license renewal classes. However, the District will not pay the class fee on behalf of the employee.

**Section 2.05 - Uniforms:**

The annual allotment for uniforms for each head custodian will be up to five shirts of the custodian's choice. Head Custodians will receive \$400 taxable stipend each year for the purposes of purchasing pants, shoes, coat or other work clothing. School district uniforms must be worn at all times when school is open to the public or to students. Damaged uniforms may be replaced at the discretion of the school district upon request. It shall be the responsibility of the head custodian to launder his/her uniforms.

**HOURS OF WORK, BUILDING CHECKS, AND OVERTIME PAY**

**Section 2.06 - Work Week/Duty Year/Weekend and Holiday Building Checks:**

Work Week: The basic work week shall consist of forty (40) hours. The regular work week shall be five (5) consecutive days - Monday through Friday, except in emergency circumstances or as mutually agreed between the employer and employee. Working hours shall be determined by the school administration.

Duty Year: The duty year for head custodians shall be fifty-two (52) weeks as provided herein, and the head custodians shall perform services on those legal holidays on which the School Board so determines. They shall be on duty during any emergency, natural or unnatural, unless they are otherwise excused in accordance with School Board or administrative policy.

**Weekend and Holiday Building Checks:** The head custodians will be responsible for the weekend and holiday building checks. These checks will be done throughout the calendar year, one each Saturday, one each Sunday, and one each holiday. In the event that the head custodian cannot make his/her scheduled check, he/she will be responsible for arrangements with another qualified school employee to perform the required check. Compensation shall be made at the rate of time and one-half times the base hourly rate on Saturdays and at the rate of time and two times the base hourly rate on Sundays and holidays for the approximate amounts of time listed below. Compensation will be from the time the head custodian punches in at the first building until the time he/she punches out at the last building checked.

Northfield Community Education	
Center	30 minutes
Longfellow	30 minutes
Elementary Buildings:	30 minutes
Middle School, including pool:	60 minutes
High School:	60 minutes

Repairs will be made during building checks only if there is an immediate need and they cannot be delayed until the regular work day. Compensation for time spent on repairs that is beyond the time allotted for the routine building check shall be in accordance with provisions for overtime in Section 4 2.07.

**Section 2.07 - Overtime:**

Head custodians shall be paid on the basis of one and one-half (1.5) times the base hourly rate for work beyond the basic work week of forty (40) hours. If called back to work outside of the regular working schedule and routine building checks, there shall be a two-hour guaranteed minimum of time. Head custodians shall be paid on the basis of two (2) times the base hourly rate for work on Sundays provided the work is beyond the normal 40-hour work week.

No overtime shall be paid unless it has been specifically authorized by the Director of Buildings & Grounds or his/her designee.

**Section 2.08 - Holidays:**

Head custodians shall be granted the following paid holidays:

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Friday following Thanksgiving	Memorial Day
Christmas Eve Day	Juneteenth

In those school years where Martin Luther King, Jr. Day and/or Juneteenth are not designated as holidays by the Board of Education in the approved school calendar, one day each may be taken in lieu of Martin Luther King, Jr. Day and/or Juneteenth subject to approval by the Director of Buildings & Grounds.



**Section 2.09 - Professional Development:**

Professional development activities such as workshops, classes, and training sessions may be provided on a group or individual basis within budget allocations at the discretion of the Director of Building and Grounds.

**ARTICLE III  
LEAVES**

**Section 3.01 – Vacations:**

Head custodians will be granted the following vacation days with pay:

1 through 5 years of service	15 days
After 5 years of service	20 days

Requests for vacation shall be submitted to the Director of Buildings & Grounds using the District’s substitute leave system at least three days in advance except in the case of emergency circumstances. Vacation may not be taken before it is earned unless otherwise approved by the Director of Human Resources.

Vacation days will be lost unless they are taken within twelve (12) months after the year in which they were earned. Vacation benefits shall not accrue during any period of absence that extends beyond one calendar month for reasons other than vacation or military leave.

**Section 3.02 - Sick Leave:**

Head custodians shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district.

Unused sick leave days may accumulate to a maximum of two hundred twenty-eight (228) days. Accumulated leave days shall be based on the current percentage of the day worked.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child, or another individual as allowed by Minnesota Law which prevented the employee's attendance at work on that day or days.

An employee receiving compensation under the Worker’s Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker’s compensation payments and the employee’s regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly or monthly compensation in excess of such employee’s basic salary.

Sick leave will no longer be used when the head custodian qualifies for income protection insurance.

The school district may require an employee to furnish a medical statement from a qualified physician as evidence of illness in order to qualify for sick leave pay. Final determination as to the eligibility of an employee for sick leave pay is reserved to the employer.

**Bereavement Leave:** Employees may be allowed up to a total of ten (10) days per year of leave with pay in case of death. Bereavement leave may be used in the case of a death of family members or friends.

Time off for bereavement shall be deducted from unused sick days.

**Section 3.03 - Child Care and Adoption Leave:**

Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee's that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

- A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.
- B. An employee making application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.
- C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.
- D. Sick leave under Section 3.02 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.
- E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:
  - (1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.
- F. Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the school district and the employee mutually agree to an extension in the leave.
- G. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

H. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

I. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

J. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, employees will be advanced a step if they worked more than one-half of the duty days in their work year.

#### **Section 3.04 - School Conference and Activities Leave:**

In accordance with the provisions of MS.181.9412, the District will provide each custodian with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the head custodian's sick leave allowance. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

#### **Section 3.05 - Personal Leave:**

Head custodians may be granted a leave at the discretion of the school district of no more than five (5) days per year, noncumulative, and with no loss in pay, the days used to be deducted from unused sick leave. No more than three (3) days can be used consecutively.

Requests for personal leave must be made to the District's substitute/leave system at least three (3) days in advance, except for emergencies.

#### **Section 3.06 - Health Leave:**

A leave of absence without pay for reason of personal health for periods not to exceed one year, subject to renewal, may be granted by the Board of Education upon presentation of evidence of need and upon exhaustion of the employee's sick leave.

#### **Section 3.07 - Judicial Duty:**

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the Director of Buildings & Grounds is required to permit the scheduling of a substitute, if required. An employee is also required to notify the Director of Building & Grounds immediately upon being excused from judicial duty.

**ARTICLE IV  
GROUP INSURANCE**

**Section 4.01 - Eligibility:**

Employees regularly scheduled to work 20 hours per week or more shall be eligible for group insurance contained in this Article.

**Section 4.02 - Health and Hospitalization Insurance:**

Eligible employees and their spouse and dependent children may participate in the district health and hospitalization insurance plan. The school district will contribute toward the premium as listed below. The selection of the insurance carrier and policy shall be made by the school district as provided by law. The amounts below will be prorated for employees who work less than full time. The effective date for new fiscal year employer contributions shall be January 1 of each year of this agreement.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Agreement.

An employee who has at least ten (10) years of employment with Northfield Public Schools and retires upon attaining the age of fifty-five (55) or thereafter may elect to continue coverage under the group health and hospitalization insurance plan until eligible for Medicare or a period provided by applicable laws. The employee shall be responsible to pay the full premium amount with the following exception. The School District shall contribute toward the premium under the same conditions as an employed head custodian, but not more than 80% of the premium amount, three (3) years.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611.

**Section 4.03 - Income Protection Insurance:**

Income protection insurance shall be provided each eligible employee. The premium will be paid by the school district. There shall be a 60-day waiting period before the disability income protection goes into effect. The plan will pay 2/3 of the employee's base salary at the time of disability. Such disability payment will be coordinated with social security, PERA, or any other public retirement plans that may provide the same type of coverage.

**Section 4.04 - Life Insurance:**

The employer will provide group term life insurance coverage for each head custodian in the amount of \$100,000. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

**Section 4.05 - Dental Insurance:**

The rate of school district payment for coverage for eligible employees shall be as follows. The effective date for new fiscal year employer contributions shall be January 1 of each year of this agreement.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Agreement.

**Section 4.06 - Claims Against the School District:**

It is understood that the school district’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

**Section 4.07 - Duration of Insurance Contribution:**

Upon discontinuance of employment, all district participation and contribution shall cease effective on the last working day. However, employees may be continued in the group for a period following termination determined by the insurance carrier and applicable laws if the employee pays the entire premium amount.

**ARTICLE V  
LONGEVITY**

**Section 5.01 - Longevity Pay:**

Longevity pay will be paid on the basis of the following schedule:

	<u>2024-25</u>	<u>2025-26</u>
After completion of 6 years of employment:	\$650	\$650
7-12 years of employment inclusive:	\$850	\$850
13-19 years of employment inclusive:	\$1,000	\$1,000
20 years or more of employment:	\$1,200	\$1,200

**Section 5.02 – Longevity Pay Schedule:**

The longevity amounts are on an annual basis and are to be paid in addition to the basic salary. Longevity increments will be divided equally over 24 pay periods during the fiscal year, beginning July 1 each year. All longevity pay will be based on the latest hiring date in cases of broken service.

**ARTICLE VI  
RETIREMENT**

**Section 6.01 – 403(b) Matching Plan:**

Each year by October 1, eligible employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee’s contribution to a 403(b) plan up to \$3,000 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account. The lifetime District contribution shall be capped at \$35,000.

**ARTICLE VII  
VACANCIES**

In the event of a head custodian job opening, the job shall be announced on the District job posting for a period of five (5) working days. The Board of Education shall have the right to select and assign all head custodians within the system.

**ARTICLE VIII  
RESIGNATIONS**

Employees electing to resign shall be required to give the employer at least two (2) weeks notice and shall continue at work during this two-week period with the understanding that the employee may leave sooner if a suitable replacement is obtained. If an employee provides at least two (2) weeks advance notice prior to leaving employment with the district, he/she shall be entitled to receive payment for any unused vacation days earned prior to separation.

**ARTICLE IX  
GRIEVANCE PROCEDURE**

**Section 9.01 - Definitions:**

**Grievance:** A grievance under this procedure is a claim by a covered employee that there has been a violation, misinterpretation or misapplication of any term or terms of any covered employee contract required under Minnesota Statutes or any attachment hereto.

**Days:** “Days” mean calendar days excluding Saturday, Sunday or legal holidays as defined by Minnesota Statutes.

**Service:** “Service” means personal service or by certified mail.

**Reduced to Writing:** “Reduced to Writing” means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**Answer:** “Answer” means a concise response outlining the School Board’s position on the grievance.

**Section 9.02 - Level I:**

Whenever a covered employee has a grievance, he/she shall meet on an informal basis with his/her immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee, through the use of reasonable diligence, should have had

knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the employee and served upon the Superintendent or his/her designee. Service must be made within fifteen (15) days of the last informal meeting.

The Superintendent or his/her designee shall, within five (5) days of receipt of the written grievance, serve his/her answer upon the employee.

**Section 9.03 - Level II:**

If the grievance is not satisfactorily resolved at Level I, it may be appealed to Level II by serving a notice of appeal on the Superintendent or his/her designee within five (5) days after receipt of the written disposition of the grievance at Level I. The Superintendent or designee shall meet with the grievant within seven (7) days after receipt of the written appeal from Level I or a grievance initiated at Level II. The parties shall endeavor to mutually resolve the grievance. If a resolution to the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within ten (10) days of the first Level II meeting, the grievant may elect to appeal the grievance to Level III by serving a proper notification on the Clerk of the School Board. The notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

**Section 9.04 - Level III:**

The School Board shall meet with the employee within twenty (20) days after receiving notice of intention to proceed with the grievance pursuant to Level II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign it. If the parties are unable to reach agreement within ten (10) days after the first Level III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

**Section 9.05 - Level IV:**

The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to PELRA, a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of a list of arbitrators, the parties shall alternately strike names from the list until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

Upon appointment of the arbitrator, the employee shall, within five (5) days after the notice of appointment, forward to the arbitrator, with a copy to the School Board, the substance of the grievance which shall include the following:

1. The issue involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents developed in the first three levels of the grievance procedure.

The School Board is to make a similar submission of information; it shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the covered employee.

The Board and the employee shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party prior to five (5) days of the arbitration hearing.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared mutually if agreeable) and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

**Section 9.06 – Processing of Grievances:**

Processing of all grievances shall occur after the close of the employees' workday whenever possible. If this is not possible, employees shall not lose wages during their necessary participation in the grievance proceeding.

The parties, by mutual agreement, may waive any step and/or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the School Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the grievant.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

**Section 9.07 –No Reprisals:**

No reprisals of any kind shall be taken by the School Board or the school administration against any employee because of his/her participation in this grievance procedure.

**Section 9.07 - Election of Remedies and Waiver:**

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Policy, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further. This shall not apply to actions to compel arbitration as provided in this Policy or to enforce the award of an arbitrator.